

FRANKLIN COUNTY MUNICIPAL COURT  
CLERK OF COURT, 3RD FLOOR  
375 SOUTH HIGH STREET  
COLUMBUS, OHIO 43215

**EXHIBIT A**

**SUMMONS**

**DATE: August 13, 2018**

**TO THE FOLLOWING NAMED DEFENDANT:**

**CASE NO: 2018 CVF 020222**

**O000787792  
KIMBERLY WILSON  
5603 SANDBROOK LN  
HILLIARD OH 43026**

**YOU HAVE BEEN NAMED DEFENDANT IN A COMPLAINT FILED IN FRANKLIN COUNTY MUNICIPAL COURT BY THE PLAINTIFF(S)**

**MIDLAND FUNDING LLC  
C/O LEVY & ASSOCIATES LLC 4645 EXECUTIVE DR COLUMBUS OH 43220**

**THE NAME AND ADDRESS OF THE ATTORNEY FOR THE PLAINTIFF IS:**

**YALE R LEVY  
4645 EXECUTIVE DR COLUMBUS OH 43220**

**\* \* \* A COPY OF THE COMPLAINT IS ATTACHED TO THIS SUMMONS \* \* \***

**YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON THE PLAINTIFF'S ATTORNEY (OR UPON THE PLAINTIFF , IF HE HAS NO ATTORNEY OF RECORD) A COPY OF AN ANSWER TO THE COMPLAINT ON OR BEFORE September 04, 2018.**

**YOUR ANSWER MUST BE FILED WITH THE CLERK OF COURT WITHIN THREE DAYS AFTER THE SERVICE OF A COPY OF THE ANSWER ON THE PLAINTIFF'S ATTORNEY.**

**IF YOU FAIL TO APPEAR AND DEFEND, JUDGMENT BY DEFAULT WILL BE RENDERED AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.**

**LORI M. TYACK, CLERK OF COURT**

**BY: CLERK 332 DEPUTY CLERK**

**O000787792**

**For information on self representation, visit the FCMC Self-Help Resource Center,  
375 S. High Street, 6th Floor, Columbus Ohio, 43215**

**ordsum.frm**

## FRANKLIN COUNTY MUNICIPAL COURT

**MIDLAND FUNDING LLC DOING BUSINESS  
IN OHIO AS MIDLAND FUNDING DE LLC**

c/o Levy & Associates, LLC  
4645 Executive Drive  
Columbus, Ohio 43220,

PLAINTIFF,

v.

**Kimberly Wilson**  
5603 Sandbrook Ln  
Hilliard OH 43026-9418

DEFENDANT.

Case # \_\_\_\_\_

COMPLAINT

OTHER CIVIL

☒ In accordance with Civil Rule  
4.6(C) or (D) an (E), Ordinary Mail  
Waiver Requested

### COMPLAINT

1. Upon Information and belief, Defendant(s) resides in Franklin County, Ohio.

2. Plaintiff, Midland Funding LLC, doing business in Ohio as Midland Funding DE LLC, is the assignee of Defendant's COMENITY BANK/GIANT EAGLE account, account #\*\*\*\*\*7476 ("Account"). A copy of the Bill of Sale is attached hereto as Exhibit 1.

### Count I

(Account Stated)

3. Plaintiff incorporates by reference each and every allegation set forth in paragraphs 1 - 2 as if each and every such allegation were fully restated herein.

4. Defendant owes Plaintiff the sum of Eight Hundred Fifty-Eight and 09/100 Dollars (\$858.09) for money owed to Plaintiff via Defendant's use of the Account provided to Defendant. A copy of a statement is attached hereto, and incorporated herein, as Exhibit "A".

5. Demand has been made on Defendant but Defendant has failed to comply with such demand.

### Count II

(Unjust Enrichment)

6. Plaintiff incorporates by reference each and every allegation set forth in paragraph 1 - 5 as if each and every such allegation were fully restated herein.

7. Defendant(s) received benefit from said Account.

8. Said Account was not conferred gratuitously, Defendant was expected to pay on said Account, and as a result Defendant(s) has been unjustly enriched, all in the sum of Eight Hundred Fifty-Eight and 09/100 Dollars (\$858.09).

**WHEREFORE**, Plaintiff Midland Funding LLC, doing business in Ohio as Midland Funding DE LLC demands judgment against Defendant(s), jointly and severally if more than one, in the sum of Eight Hundred Fifty-Eight and 09/100 Dollars (\$858.09) plus interest at 4% from the judgment date and the court costs expended herein and all other relief that may be issued as provided by law.

Respectfully submitted,

By: \_\_\_\_\_

☒ Yale R. Levy (#0065006)

☐ Kris Velayudhan (#0074606)

☐ Kathleen M Smith (#0090587)

☐ Jordanna B. Kerns (#0092047)

**Levy & Associates, LLC**

4645 Executive Drive

Columbus, OH 43220

Tel: (614) 898-5200

[legal@levylawllc.com](mailto:legal@levylawllc.com)

*Attorneys for Plaintiff*

E6-21750

STATE OF OHIO

MIDLAND FUNDING LLC DOING  
BUSINESS IN OHIO AS MIDLAND  
FUNDING DE LLC,

Plaintiff

-vs-

AFFIDAVIT OF CHELSEA LIESER

KIMBERLY WILSON,

Defendant(s).

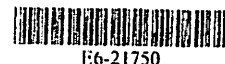
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Chelsea Lieser, whose business address is 16 McLeland Road Suite 101, St. Cloud, MN 56303, certifies and says:

1. I am employed as a Legal Specialist and have access to pertinent account records for Midland Credit Management, Inc. ("MCM"), servicer of this account on behalf of Plaintiff. I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained on Plaintiff's behalf. Plaintiff is the current owner of, and/or successor to, the obligation sued upon, and was assigned all the rights, title and interest to Defendant's COMENITY BANK account XXXXXXXXXXXXX7476 (MCM Number 8576924867) (hereinafter "the account"). I have access to and have reviewed the electronic records pertaining to the account maintained by MCM and am authorized to make this affidavit on Plaintiff's behalf. The electronic records reviewed consist of data acquired from the seller when Plaintiff purchased the account, together with records generated by MCM in connection with servicing the account since the date the account was purchased by Plaintiff.
2. I am familiar with and trained on the manner and method by which MCM creates and maintains its business records pertaining to this account. The records are kept in the regular course of business. It was in the regular course of business for a person with knowledge of the act or event recorded to make the record or data compilation, or for a person with knowledge to transmit information thereof to be included in such record. In the regular course of business,

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AFFIDAVIT OF CHELSEA LIESER - 1



the record or compilation is made at or near the time of the act or event by MCM as a regular practice.

3. MCM's records show that Defendant(s) owed a balance of \$858.09 as of 2018-02-27.

4. On or about 2017-06-30, the account was sold from COMENITY BANK to Midland Funding LLC. The account was then sold to the following debt buyers in order of occurrence on or about:

Not Applicable

5. If called to testify as a witness thereon, I could and would competently testify as to all the facts stated herein.

I certify under penalty of perjury that the foregoing statements are true and correct.

MAR 02 2018

Date

Chelsea Lieser  
Chelsea Lieser

STATE OF MINNESOTA

COUNTY OF STEARNS

Signed and sworn to (or affirmed) before me on MAR 02 2018 by Chelsea Lieser.



Theresa Vann  
Notary Public

OH23

Levy & Associates, LLC

AFFIDAVIT OF CHELSEA LIESER - 2



8576924867



AFFRECORD



E6-21750

**Exhibit 1**  
**Bill of Sale**

EXHIBIT A

**BILL OF SALE**

Comenity Bank ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated May 16, 2017 between Seller and Midland Funding LLC ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Closing Date of June 30, 2017 all rights, title and interest of Seller in and to those Charged-off Accounts described in Exhibit 1 (Asset Schedule) attached hereto and made part hereof for all purposes.

The information contained in the Sale File (collectively, "Seller's Accounts Information") is true and complete as of the Closing Date. Further, all of the information contained in Seller's Accounts Information (a) constitutes Seller's own business records regarding the Accounts and (b) accurately reflects in all material respects the information about the Accounts in Seller's possession. All of Seller's Accounts Information has been kept in the regular course of Seller's business, and was made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records.



Amounts due to Seller by Purchaser hereunder shall be paid in U.S. Dollars by a wire transfer to be received by Seller on June 30, 2017 (the "Closing Date") by 5:30 p.m. Eastern Time, as follows:



This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

COMENITY BANK

By: Landy / Reddy  
Date: July 10, 2017  
Title: CEO

MIDLAND FUNDING LLC

By: Greg J. Ruff  
Date: 06/30/17  
Title: SVP, Business Dev.

## EXHIBIT 1 TO BILL OF SALE

ASSET SCHEDULE

The individual Charged-off Accounts transferred pursuant to the Credit Card Account Purchase Agreement and Bill of Sale are described in the electronic file named [REDACTED] delivered by Comenity Bank to Midland Funding LLC on June 21, 2017, and summarized in the table immediately below (the "Sale File").

Lot	Sale ID	# of Charged-off Accounts	Aggregate Unpaid Balance	Percent	File Creation Date
		[REDACTED]			6/21/17



**Exhibit A**  
**Statement**

PAGE 1 OF 4

**Summary of account activity**

Account no.	7476
Previous balance	\$803.78
Payments	0.00
Other credits	0.00
Purchases	0.00
Other debits	0.00
Fees charged	37.00
Interest charged	17.31
<b>New balance</b>	<b>\$858.09</b>
Past due amount	229.00
Credit limit	\$0.00
Available credit	\$0.00
Statement closing date	03/03/2017
Days in billing cycle	30

**Payment information**

New balance	\$858.09
Minimum payment due	\$272.00
Payment due date	07/04/2017

**Late payment warning:**

If we do not receive your minimum payment by 07/04/2017 you may have to pay up to a \$37.00 late fee.

**Minimum payment warning:** If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balances. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	4 years	\$1258

For information regarding credit counseling services, call 1-800-284-1708.

**Details of your transactions**

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
<b>Fees</b>		
06/04/2017	LATE FEE	37.00
	<b>Total fees charged for this period</b>	<b>\$37.00</b>

**Interest charged**

Interest charge on purchases	\$17.31
<b>Total interest for this period</b>	<b>\$17.31</b>

<b>2017 totals year to date</b>	
Total fees charged in 2017	\$222.00
Total interest charged in 2017	\$87.17

**Interest charge calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	25.7400% (v)	818.23	17.31

**Notice of changes to your account terms**

The following is a summary of changes being made to your Account terms. These changes will take effect on 07/31/2017. For more information, see below.

**Revised Terms, as of 07/31/2017**

<b>Late Payment Fee</b>	Up to \$38
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(CONTINUED)

NOTICE: See reverse side for Important Information  
Please tear at perforation above



Account number	7476
New balance	\$858.09
Minimum payment	\$272.00

99.4

☐ Yes, I have moved or updated my e-mail address - see reverse.

Amount enclosed: Payment must reach us by 6 pm ET on 07/04/2017.



Please make check payable to  
COMENITY - GIANT EAGLE



KIMBERLY A WILSON  
22134 RIVER OAKS DR APT 2B  
ROCKY RIVER OH 44116-3102

Please return this portion along with your payment to:  
PO BOX 659584  
SAN ANTONIO TX 78265-9584



13301006 00021223

7476 000027200 000085809

Keep this portion for your records.

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at: Comenity Bank PO Box 182782, Columbus, Ohio 43218-2782.

In your letter, give us the following information:

- **Account Information:** Your name and account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The change in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us. In writing at: Comenity Bank PO Box 182782, Columbus, Ohio 43218-2782.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**HOW TO AVOID PAYING INTEREST.** Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

**BALANCE COMPUTATION METHOD.** We calculate interest separately for each type of balance on your account using a "Daily Balance" to determine interest charges for each billing period. We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new purchases and fees, and subtract any payments or credits (treating any net credit balance as a zero balance). This gives us the daily balance.

**CREDIT REPORTING.** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**NOTICE OF CREDIT REPORT DISPUTES**

If you believe the account information we reported to a consumer reporting agency is inaccurate, you may submit a direct dispute to Comenity Bank PO Box 182782, Columbus, Ohio 43218-2782. Your written dispute must provide sufficient information to identify the account and specify why the information is inaccurate:

- **Account Information:** Your name and account number
- **Contact Information:** Your address and telephone number
- **Disputed Information:** Identify the account information disputed and explain why you believe it is inaccurate
- **Supporting Documentation:** If available, provide a copy of the section of the credit report showing the account information you are disputing

We will investigate the disputed information and report the results to you within 30 days of receipt of the information needed for our investigation. If we find that the account information we reported is inaccurate, we will promptly provide the necessary correction to each consumer reporting agency to which we reported the information.

**PAYMENTS MARKED "PAID IN FULL"** All written communications regarding disputed amounts that include any check or other payment instrument marked with "paid in full" or similar language, must be sent to: GSCO North Corp 1604 East, Suite 101, San Antonio, TX 78241-5004.

**DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.**

• We may accept payment sent to any other address without losing any of our rights.

• No payment shall operate as an accord and satisfaction without prior written approval.

**CUSTOMER SERVICE.** Visit [comenity.net/plantagle](http://comenity.net/plantagle) or call 1-866-869-9354 (TDD/TTY 1-800-695-1788).

**TELEPHONE MONITORING.** To provide you with high-quality service, phone communication with us is monitored and/or recorded.

**ADDITIONAL INFORMATION.** The following designations, when appearing on the front of your statement, mean the following: V means variable rate (this rate may vary); WY INT PAY RQ means WAIVE INTEREST, PAYMENT REQUIRED; WY INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WY INT LOW PMT means WAIVE INTEREST, LOW PAYMENT; DF INT PY RQ means DEFER INTEREST, PAYMENT REQUIRED; DEF INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DF INT LOW PMT means DEFER INTEREST, LOW PAYMENT and LOW APR TO PAY means LOW APR, EQUAL PAYMENT. If you have a variable rate account, your periodic rates may vary. You may pay all of your Account balance at any time without penalty.

Send all inquiries to: CUSTOMER SERVICE, PO Box 182273, Columbus, Ohio 43218-2273.

Send all bankruptcy notices and related correspondence to Comenity Bank, Bankruptcy Department, PO Box 182125, Columbus, Ohio 43218-2125.

**NOTICE ABOUT ELECTRONIC CHECK CONVERSION.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**PAYMENTS.** Pay your Account by the payment due date by the time listed by law. If we do not receive your payment in a correct format (outlined below) it may not be credited to your Account for up to five days, or may be rejected. Also, your payment must reach us by the payment cutoff time that applies to the payment method you select.

**Correct Format.** Correct format for different payment methods includes:

**Mailing or Overnight:** Send a personal check, money order, traveler's check or cashier's check payable in U.S. dollars, to the name and address shown on this Statement in the payment stub area containing your balance and minimum payment amount. Be sure to include your payment stub, do not staple or clip your payment to the stub, include your account number on your check, use the check for purposes with your Statement, send one payment with one payment stub and do not send any correspondence with your payment. You should overnight a payment to GSCO North Corp 1604 East, Suite 101, San Antonio, TX 78241-5004 and the additional forward requirements are the same as other mailed payments unless there is a dispute, in which case you follow the Payments Marked "Paid in Full" section above. Do not send cash or gift certificates. **Pay By Phone:** You can call us toll free at 1-866-869-9354 (TDD/TTY 1-800-695-1788) to make a payment by telephone, which may include a fee. **Online:** You can make a payment online at [comenity.net/plantagle](http://comenity.net/plantagle).

**Payment Cutoff Times.** Payment cutoff times deadlines for us to receive payments are by the due date on this Statement in the payment stub area at the following times: **Mailing and Overnight:** By 6:00 pm Eastern Time (U.T.); **Pay By Phone:** By 8:00 pm (U.T.); **Online:** By 8:00 pm (U.T.).

**New Information**

Title (optional) \_\_\_\_\_ First Name \_\_\_\_\_ MI \_\_\_\_\_  
 Last Name \_\_\_\_\_ Sex \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 Apt. No. \_\_\_\_\_ RR \_\_\_\_\_ PG Box \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Foreign Map Code \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_

**Notice of changes to your account terms - continued**

**New Language for Your Agreement:** The following language replaces the corresponding sections in your Credit Card/Credit Account Agreement for the Account referenced on this billing statement.

In **Section D (Interest, fees and charges)** under **Other fees and charges**, replace the corresponding bullets with the following:

- **Late Fee:** If you don't pay at least the Total Minimum Payment Due by the Payment Due Date, we will charge you a late fee.
  - The fee is \$27.00 if you were not charged a late fee during any of the prior six billing periods.
  - Otherwise, the fee is \$38.00.
  - This fee will never exceed the minimum payment due that was due immediately prior to the date on which the fee was assessed.

**Exceptions to Effectiveness of Changes:** If your Account is currently subject to special terms because you are enrolled in a Servicemembers Civil Relief Act (SCRA), Credit Counseling Services, Hardship, or other similar program offered or recognized by the Bank, changes described in this notice that are inconsistent with the special terms will not apply to your Account until you are no longer enrolled in such program.

**REMINDER:** Your Agreement provides that you agree to notify us immediately of any changes to your name, mailing address, electronic mail address or telephone number(s). Please sign in to Account Center today to check your information and provide any necessary updates.

If you have questions about this notice, or about your Account, please call us at the Customer Service number located on the back of this billing statement.

**Additional important messages**

How can you take charge against ID Theft? Visit [idtheft.gov](http://idtheft.gov) to find out.

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